

March 17, 2016

**APPOINTMENT LETTER**

Dear **Atul Nadkarni**,

We are pleased to inform you that you will be deputed with us at **Tavant Technologies, Inc.** ("**TTI**"), USA as **Systems Analyst** effective **October 1, 2016**. Please be advised that your appointment with TTI, as per the terms of this appointment letter, is subject to your H1 B visa approval. The terms and conditions of your deputation on your arrival are as under:

**1. Gross Salary**

Your gross salary while on deputation in US will be US \$ **73100 p.a.**

**2. At-Will Employment**

Your employment with TTI while on deputation will be "at will," meaning that either you or TTI may terminate your employment at any time and for any reason, with or without cause, subject to the provisions of Section 10 of this Letter Agreement. Even though your employment relationship with TTI is "at will", it is strongly recommended that you provide TTI with 2 weeks' notice prior to voluntary termination or resignation.

**3. Benefits**

During your deputation with TTI, you shall be entitled to the following benefits:

- a) Compensation for reasonable travel and other business expenses in accordance with the applicable policies of TTI, provided that you properly account therefore in accordance with such policies.
- b) Vacation of 15 days per calendar year, holidays and sick leave in accordance with the applicable policies of TTI.
- c) All other applicable TTI employee benefits as per TTI Policy.
- d) The bonus will be over and above the gross monthly salary mentioned above and would be applicable as per the company norms.

Please contact **Renuka Adnani** if you require further details on TTI benefits applicable to you.

**4. Statutory Deductions**

TTI will make necessary statutory deductions from your gross US salary as required by applicable state and/or federal law.

**5. Invention Assignment and Confidentiality Agreement**

Along with this appointment letter, you would also be required to sign an Invention Assignment and Confidentiality Agreement and the same is attached herewith as **Exhibit A**.

## **6. Work Norms and TTI Policies**

While on deputation with TTI, you will observe and respect the rules and regulations with regard to working hours, discipline and work norms, as applicable to TTI. You will devote yourself exclusively to the business of TTI. You will subject to all applicable TTI policies during the period of your deputation. You will also be provided with a copy of TTI Employee Handbook. Please ensure that you read the same and sign and return the acknowledgment of receipt to TTI.

## **7. Relocation Advance**

You would be eligible to receive a one-time relocation advance equivalent to your 15 days' salary from TTI upon your joining TTI on your request. Upon joining, TTI will provide for hotel accommodation and car rental and there will be deductions for hotel accommodation for the entire period of stay.

Please contact Renuka Adnani for further details regarding the lodging and car rental policy applicable to you.

## **8. Duration**

At any time during the course of your deputation, TTI may elect to transfer you back to **Tavant Technologies India Private Limited ("TTIPL")**, with or without notice and with or without cause.

## **9. Resolution of Disputes**

Any and all controversies or claims arising out of or relating to this Letter Agreement, its performance, construction, interpretation or breach, or otherwise relating to or arising from your employment, deputation or the termination thereof (including claims for employment discrimination or claims under any local, state or federal statute or regulation) shall be governed by California law. The courts in the County of Santa Clara, California shall have exclusive jurisdiction over any claims, controversies or disputes arising out of this Letter Agreement.

## **10. Early Termination**

You acknowledge the time, efforts and resources TTI and TTIPL have expended and agree to expend in employing and deputing you to the US. Such time, efforts and resources, which include but are not limited to relocation, training and marketing costs, are substantial and difficult to assess accurately. You agree that in the event you terminate your employment with TTI (with or without cause and with or without notice), within one year of the start of your deputation with TTI in the US, you agree to pay TTI as liquidated damages a sum of **\$10,000** (Cost of travel, visa, stay, etc.) solely in consideration of the foregoing expenditures.

You agree and acknowledge that the liquidated damages sum is a reasonable forecast of the just compensation due to TTI for the time, efforts and resources invested in you. TTI and you acknowledge and recognize that the liquidated damages amount does not include or restrict any damages that TTI may seek from you related to lost business and rehiring costs, if you terminate your employment during the period of deputation.



The liquidated damages amount is independent of and does not restrict and affect the parties' legal and/or equitable claims, obligations or rights as to breach of any other provision in this Letter Agreement, including but not limited to breaches of the Invention Assignment and Confidentiality Agreement.

Please sign and return a copy of this letter to indicate your acceptance of the above terms.

Yours sincerely,



**Renuka Adnani**  
**Manager, Human Resources**  
**Tavant Technologies Inc.**

I agree to and accept the terms and conditions mentioned in the letter along with the **Exhibit A**, which has been duly signed by me.



**Atul Nadkarni**

Dated: **March 17, 2016**